

REPLY TO: Columbia
E-mail address for Steven W. Hamm
shamm@RichardsonPlowden.com
Direct Dial: (803) 576-3713

E-mail address for C. Jo Anne Wessinger Hill
jhill@RichardsonPlowden.com
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July 17, 2012

VIA HAND DELIVERY

M. John Bowen, Jr.
Margaret M. Fox, Esq.
McNair Law Firm, PA
P.O. Box 11390
Columbia, SC 29211

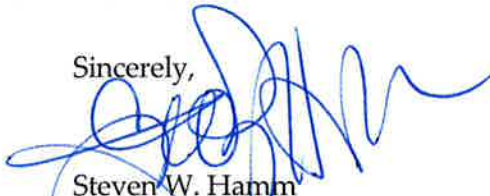
Re: Interconnection Agreement between Frontier Communications of America, Inc. and
Horry Telephone Cooperative, Inc. Adopted Pursuant to Section 252(i) of the
Telecommunications Act of 1996
Docket No. 2012-266-C
Our File No. 7377.001

Dear Counselors:

On behalf of Frontier, enclosed is the executed Section 252(i) Adoption Agreement between Frontier Communications of America, Inc. and Horry Telephone Cooperative, Inc. (HTC) forwarded on July 9, 2012 by your office. If you will forward the same to Bill Rabon of HTC for execution and return the original to my office, the fully executed adoption agreement will be filed with the Commission.

As a courtesy, a copy of this ICA adoption agreement letter is being provided to the Office of Regulatory Staff and to the Clerk of the Commission since this matter is pending on the agenda.

Sincerely,



Steven W. Hamm
C. Jo Anne Wessinger Hill

JWH/SWH/kjt

Enclosures

CERTIFICATE OF SERVICE

This is to certify that I, C. Jo Anne Wessinger Hill, an attorney with the firm of Richardson Plowden & Robinson, PA, have on July 17, 2012, served one (1) copy of the foregoing Letter and Enclosures, filed on behalf of Frontier Communications of America, Inc. to the person(s) named below by causing said copy to be deposited in the United States Postal Service (unless otherwise specified), first class postage prepaid and affixed thereto, and addressed as follows:

**VIA ELECTRONIC MAIL SERVICE AND
HAND DELIVERY**

M. John Bowen, Jr.
Margaret M. Fox, Esq.
Horry Telephone Cooperative, Inc
McNair Law Firm, PA
PO Box 11390
Columbia, SC 29211

**VIA ELECTRONIC MAIL SERVICE
AND U.S. MAIL**

Dukes Scott, Esq.
Nanette S. Edwards, Esq.
Office of Regulatory Staff
1301 Main Street, Suite 900
Columbia, SC 29201

VIA ELECTRONIC MAIL SERVICE

The Hon. Jocelyn G. Boyd, Esquire
Chief Clerk & Administrator
The Public Service Commission of
South Carolina
101 Executive Center Drive (29210)
P.O. Drawer 11649
Columbia, SC 29210

July 17, 2012
Columbia, South Carolina



C. Jo Anne Wessinger Hill

Agreement Between
Horry Telephone Cooperative, Inc.
and Frontier Communications of America, Inc.

**Horry Telephone Cooperative, Inc. and
Frontier Communications of America, Inc.
Interconnection Agreement**

Frontier Communications of America, Inc. Adoption of TWCIS – 2011 Agreement	2
Adoption Agreement	3
Signature Page	5
Exhibit 1	6

ORIGINAL

Agreement Between
Horry Telephone Cooperative, Inc.
and Frontier Communications of America, Inc.

Horry Telephone Cooperative, Inc.

And

Frontier Communications of America, Inc.

Adoption of

**The Time Warner Information Services, (South Carolina) LLC and
Horry Telephone Cooperative, Inc.
Interconnection Agreement Dated March 1, 2011**

Agreement Between
Horry Telephone Cooperative, Inc.
and Frontier Communications of America, Inc.

AGREEMENT

This Agreement, which shall become effective on the date of the last signature of both Parties ("Effective Date"), is entered into by and between Frontier Communications of America, Inc. ("Frontier Communications"), a Delaware corporation, and Horry Telephone Cooperative, Inc. ("Horry"), a South Carolina corporation.

WHEREAS, the Telecommunications Act of 1996 (the "Act") was signed into law on February 8, 1996; and

WHEREAS, Frontier Communications has requested that Horry make available the Interconnection agreement in its entirety executed between Horry and Time Warner Cable Information Services (South Carolina) LLC ("TWCIS") dated March 1, 2011 for the State of South Carolina (the "TWCIS Interconnection Agreement").

NOW, THEREFORE, in consideration of the promises and mutual covenants of this Agreement, Frontier Communications and Horry hereby agree as follows:

1. Frontier Communications and Horry shall adopt in its entirety the TWCIS Interconnection Agreement dated March 1, 2011. The TWCIS Interconnection Agreement is attached hereto as Exhibit 1 and incorporated herein by this reference. The adoption of this agreement consists of the following:

ITEM	NO. PAGES
Adoption Agreement Cover Sheet	1
Adoption Agreement Title Page	1
Adoption Agreement	3
Exhibit 1 Cover Page	1
TWCIS Interconnection Agreement	53
Total	59

2. The term of this Agreement shall be from the Effective Date as set forth above and shall expire as set forth in Section 2 of the General Terms and Conditions of the TWCIS Interconnection Agreement. For the purposes of determining the notice requirements for termination, the expiration date of the initial term shall be March 1, 2013.
3. Frontier Communications shall accept and incorporate any amendments to the TWCIS Interconnection Agreement executed as a result of any final judicial, regulatory, or legislative action

Agreement Between
Horry Telephone Cooperative, Inc.
and Frontier Communications of America, Inc.

as provided for in Section 28 of the TWCIS Interconnection Agreement.

4. In entering into this Agreement, the Parties acknowledge and agree that neither Party waives, and each Party expressly reserves, any of its rights, remedies or arguments it may have at law or under the intervening law or regulatory change provisions in this Agreement (including intervening law rights asserted by either Party via written notice as to the agreement being adopted), with respect to any orders, decisions, legislation or proceedings and any remands by the FCC, state utility commission, court, legislature or other governmental body including, without limitation, any such orders, decisions, legislation, proceedings, and remands which were issued, released or became effective prior to the Effective Date of this Agreement, or which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further government review.
5. Every notice, consent or approval of a legal nature, required or permitted by this Agreement shall be in writing and shall be delivered either by hand, by overnight courier or by US mail postage prepaid, or email if an email address is listed below, addressed to:

Horry Telephone Cooperative, Inc.
Director of Industry Affairs
PO Box 1820
3480 Hwy 701 North
Conway, SC 29528

and

Frontier Communications of America, Inc.
9260 East Stockton Boulevard
Elk Grove, California 95624

or at such other address as the intended recipient previously shall have designated by written notice to the other Party. Where specifically required, notices shall be by certified or registered mail. Unless otherwise provided in this Agreement, notice by mail shall be effective on the date it is officially recorded as delivered by return receipt or equivalent, and in the absence of such record of delivery, it shall be presumed to have been delivered the fifth day, or next business day after the fifth day, after it was deposited in the mails.

ORIGINAL

Agreement Between
Horry Telephone Cooperative, Inc.
and Frontier Communications of America, Inc.

Frontier Communications of America, Inc.

Horry Telephone Cooperative, Inc.

By: 

By: _____

Name: Kenneth Arndt

Name: Bill Rabon

Title: Area President

Title: Industry Affairs Director

Date: 7/16/12

Date: _____

ORIGINAL

Agreement Between
Horry Telephone Cooperative, Inc.
and Frontier Communications of America, Inc.

EXHIBIT 1

**Frontier Communications of America, Inc.
Adoption of
Agreement between
Time Warner Cable Information Services (South Carolina) LLC
and Horry Telephone Cooperative, Inc.**